

The following is the Table of Contents for the Internet Bid Package documents.

06a0784a.doc	Invitation for Bid Package, 18 pages
06a0784b.doc	Bid Proposal Sheet (Attachment #1) 2 pages
06a0784c.doc	Sample Standard Agreement, 15 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

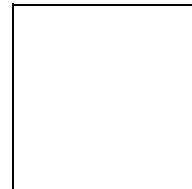
Agreement No. 06a0784

Bid Due Date: April 15, 2004

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Janet Omoto



Department of Transportation, MS-67
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

March 15, 2004

INVITATION FOR BID (IFB)
IFB # 06A0784
Notice to Prospective Contractors

You are invited to review and respond to this Invitation for Bid (IFB), entitled 06A0784 Equipment Rental (Bare). In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 227-6075, fax (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Janet Omoto
Department of Transportation
Phone: (916) 227-6033
Fax: (916) 227-6159

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Janet Omoto
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. The deadline for questions is April 6, 2004. See **Section B 1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 5 (Exhibit A)**.

Equipment Rental to be furnished on a bare rental basis.

B) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME
		(Pacific Standard Time)
IFB available to prospective bidders	03/15/04	
Written Question Submittal Deadline	04/06/04	10:00 a.m.
Final Date and Time for Bid Submission	04/15/04	2:15 p.m.
Bid Opening	04/15/04	2:30 p.m.
Proposed Award Date (estimate)	07/01/04	

2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Only those written questions received by 10:00 a.m. on April 6, 2004 will be answered.
- b) Written questions should include the individual's name, firm name, complete address and must reference IFB No. 06A0784. Questions should be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67
Division of Procurement and Contracts
Attention: Janet Omoto
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6075. After the deadline for question submittal, the Addendum is released when all of the questions have been addressed. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section B (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments **INCLUDING SALES AND USE TAXES** required by law or otherwise and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. Bonds

If the successful bidder's bid exceeds \$25,000.00, bidder will be required to provide a payment bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the total amount of the Agreement.

6. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section B, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 06A0784

IFB Name: Equipment Rental (Bare)

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 4, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each must bear an original signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 67
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section B - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements, if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw the bid by submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section h above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- n) The State reserves the right to reject any or all bids. If all bids are too high, the State is not required to award a contract.
- o) Bidders are cautioned to not rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.

- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

7. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will put each bid through an evaluation process to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

8. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation

prior to the award of contract. In such case, the contract shall not be awarded until ~~either~~ the protest has been withdrawn.

- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

9. Standard Conditions of Service

- a) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.

- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.
- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.
- g) After award of the contract and execution of the contract, should the contractor fail to supply equipment requested within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after notification that equipment is to be supplied, the State may provide five (5) calendar days written notice, mailed to the contractor, to timely provide the equipment, or the contract may be terminated and liquidated damages of \$500.00 may be assessed for administrative costs for rebidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- h) No oral understanding or agreement shall be binding on either party.

C) Preference Programs

The following Preference Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 3 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 3).

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

Contract No. 06A0784

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing. (GC 16645-16649)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. For all contracts, Contractor hereby certifies that it will comply with the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and with all other requirements of Public Contract Code Section 6108.

b. Contractor hereby certifies that no apparel, garments or corresponding accessories or equipment, material and supplies to be laundered, furnished or produced in whole or in part pursuant to this contract, are the result of sweatshop labor, forced labor or convict labor per Public Contract Code Section 6108.

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code Section 10295.1 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.1.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT 3
Contract No. 06A0784
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked **"Bid Submittal - Do Not Open"**.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4
Invitation for Bid 06A0784

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments identified below (unless noted otherwise) must be returned as instructed. **Return this checklist with your bid package.**

Attachments

Attachment Name/Description

<input type="checkbox"/> Attachment 1	Bid Proposal (ADM-1412)
<input type="checkbox"/> Attachment 2	Contractor Certification Clauses (CCC304). The CCC 304 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
<input type="checkbox"/> Attachment 3	Bid/Bidder Certification Sheet
<input type="checkbox"/> Attachment 4	Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

COST SHEET

1. DAILY, WEEKLY, MONTHLY RENTAL RATES SHALL INCLUDE ALL APPLICABLE TAXES.
2. IN CASE OF DISCREPANCY BETWEEN THE DAILY, WEEKLY OR MONTHLY RATE BID AND THE BID AMOUNT THE RATE BID SHALL PREVAIL.

ITEM	EQUIPMENT DESCRIPTION	***	DAILY RATE	BID**** AMOUNT	***	WEEKLY RENTAL RATE	BID**** AMOUNT	***	MONTHLY RENTAL RATE	BID**** AMOUNT	HRLY RATE* 5 HOUR MAX MOVE IN/MOVE OUT
		EST. DAY S USE			EST. WEEKLY USE			EST. MONTHLY USE			
	SAMPLE BIDDING LINE	2	\$25	\$50	4	\$125	\$500	1	\$500	\$500	\$30/HOUR
1	Backhoe: rubber tired, +/- 115 hp, with two buckets, 12” to 36”, extended reach, 4-in-1 loader bucket	20			16			16			
2	Ag Tractor : 90 HP, 4 Wheel Drive, with Cab	20			32			24			
3	Water Truck: 2500-3000 gallon, diesel, w/front and rear spray monitors	20			24			20			
4	Compressor: 180-185 CFM, Diesel	20			24			16			
5	Fork-lift: Off Highway, 2 Ton, Towable	20			24			16			
6	Roller: Pneumatic, 9 – 12 Ton, Diesel	20			32			16			
7	Grader: Tandem Drive, Articulated with 12’ Moldboard	20			16			16			

COST SHEET

ITEM	EQUIPMENT DESCRIPTION	*** EST. DAYS USE	DAILY RATE	BID**** AMOUNT	*** EST. WEEKL Y USE	WEEKLY RENTAL RATE	BID**** AMOUNT	*** EST. MONTHLY USE	MONTHLY RENTAL RATE	BID**** AMOUNT	HRLY RATE* 5 HOUR MAX MOVE IN/MOVE OUT
A	TOTAL BID AMOUNT FOR DAILY RENTAL										
B	TOTAL BID AMOUNT FOR WEEKLY RENTAL										
C	TOTAL BID AMOUNT FOR MONTHLY RENTAL										
D	TOTAL FOR MOVE IN / MOVE OUT CHARGES										
	GRAND TOTAL**(A+B+C+D)										

* MOVE IN AND MOVE OUT ARE CONSIDERED ONE MOVE, CHARGES ARE FOR TOTAL TRANSPORT CHARGE, 5 HOUR MAXIMUM.

** GRAND TOTAL EQUALS THE SUM OF: DAILY + WEEKLY + MONTHLY + MOVE IN/MOVE OUT COLUMNS.

*** USAGE'S ARE **ESTIMATES FOR BID COMPARISON PURPOSES ONLY**.

**** AMOUNT BID EQUALS THE ESTIMATED USAGE (X) THE RENTAL RATE FOR DAILY, WEEKLY AND MONTHLY . SEE SAMPLE BID LINE BELOW:

	SAMPLE BIDDING LINE	2	\$25	\$50	4	\$125	\$500	1	\$500	\$500	\$30/HOUR
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ATTACHMENT # 5
Sample Standard Agreement

AGREEMENT NUMBER
06A0784
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

(To be Announced)

2. The term of this **July 1, 2004** through **June 30, 2006**
Agreement is:

3. The maximum amount \$
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 304)	
Exhibit D - Special Terms and Conditions	5 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 - Bid Proposal	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

(To be Announced)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Department)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1727 – 30th Street, Sacramento, CA 95816

*California Department of General
Services Use Only*

☒ Exempt per:
Streets & Highways Code 136.5

EXHIBIT A
(Standard Agreement)
Equipment Rental (Bare)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Transportation the bare rental of various types of equipment on an as needed basis.
2. The equipment will be provided in the counties of Fresno, Kern, Kings, Madera, Mariposa and Tulare.
3. The services shall be available by telephone 24 hours per day, 7 days per week.
4. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: (To be Announced)
Section/Unit:	Section/Unit:
Contract Manager: (To Be Announced)	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

5. Contractor agrees to the following conditions:
 - a) Equipment may require delivery and pick-up to and from the work site by the Contractor. Delivery and pick-up charge shall be per hour and shall not exceed five (5) hours.
 - b) Equipment will be rented on the basis of cost; i.e., daily, weekly, or monthly (4 weeks). The State does not expressly or by implication guarantee that all the equipment listed will be used during the term of this contract.
 - c) The State agrees to return the equipment in good condition, subject to reasonable wear and tear. The State shall not be liable for loss or damages to rental equipment from any cause whatsoever during periods of transportation or during the period the equipment is in the possession of the State, except when loss or damages result from the negligent act or omissions of the State or its officer, employees, or agents.
 - d) The Contractor shall provide any specialized pre-operational forms or check sheets when special attention is necessary for the use or care of a specific item.

EXHIBIT A
(Standard Agreement)
Equipment Rental (Bare)

- e) The Contractor assumes all responsibility which may be imposed by law for damage or personal injuries caused by defective equipment rented under this contract or by operations of the Contractor or his employees under this contract and shall, at his/her own expense, maintain such fire, theft, liability or other insurance as he/she deems necessary for his/her protection.
- f) If the Contractor cannot provide the specific type of equipment listed on the proposal bid sheet, a substitute for the equipment will be rented to the State at the bid price. The substitute equipment must be equivalent to the specified equipment.
- g) If a breakdown of equipment occurs, repair or replacement must be provided within four (4) hours. If the Contractor cannot provide repair or replacement within 4 hours, the State will rent the equipment from another source and charge the Contractor for additional charges incurred by the State.
- h) It is possible more than one piece of the same type of equipment may be rented concurrently. Failure to provide the equipment within the specified time frame may result in the State renting the equipment from another source and charging all additional costs incurred by the State to the Contractor.
- i) In emergency situations, it may be necessary to immediately request equipment. If the Contractor is unable to provide the equipment, the State reserves the right to rent the equipment from another source with no penalty to the Contractor.
- j) Contractor shall maintain equipment, and equipment records, as required by the California Highway Patrol (CHP), Bi-Annual Inspection Terminal (BIT), and Cal-OSHA. These records are subject to review at any time.
- k) New classes of goods may be added to the rate schedule at any time during the year. Each quarter, the Contractor shall furnish a confirming rate schedule to Caltrans, setting forth the rates of any additional equipment added to said book.
- l) All towable equipment shall be provided with pintle type hitch, adaptable to size and height. A plug in adapter to match the standard Caltrans electrical system will be supplied.
- m) The Contract Manager or his/her representative has the right to inspect equipment prior to the delivery at a designated location. All equipment shall be five (5) model years old or less. If equipment is more than five (5) model years old, the Contract Manager or his/her representative shall determine the suitability of the equipment for the intended use and his/her decision shall be final as of the date of the

EXHIBIT A
(Standard Agreement)
Equipment Rental (Bare)

inspection. No equipment shall be accepted which is considered unsuitable or in unsatisfactory mechanical condition.

- n) District 06 Equipment Manager shall meet with the Contractor at the beginning of the Contract and discuss the content of the Contract prior to services being rendered.
- o) Contractor is responsible for providing the requested equipment within 48 hours after notification by the State.

EXHIBIT B
(Standard Agreement)
Equipment Rental (Bare)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment

- A. The State will reimburse the Contractor **monthly** in arrears as promptly as State fiscal procedures permit upon receipt of itemized invoices in triplicate. Invoices shall reference this contract number and shall be submitted to the Contract Manager at the following address:

Department of Transportation
(Program/Service Center/District)
Attn: **(To be Announced)**
(Street/P.O. Box)
(City, State, Zip)

- B. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the contract have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Standard Agreement)
Equipment Rental (Bare)

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this agreement shall not exceed (To be Announced).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

5. Rates

- A. The Contractor shall perform work under this Agreement for the bid rate quoted. See Cost Sheet (Bid proposal Form), Attachment 1.
- B. The Contractor shall supply the contract Manager with their **Published Price Book** from which the State may rent any equipment item listed therein at the published rates.

6. Additional Payment Provisions

Bare Equipment

- A. HOURLY RATE BASIS – Rental shall be paid for the actual time equipment is used, as shown on Department's "Record of Rental Equipment" signed by both State's and Contractor's representatives. This form will be the final record of hours worked unless objected to by the Contractor in writing within one day of return of the equipment. No payment will be made for time lost due to unfavorable weather or other conditions not within the control of the Department. No payment will be made for time of breakdown or repairs when the down time exceeds 30 minutes. Hourly rates are not to be converted to daily, weekly, or monthly rates.

EXHIBIT B
(Standard Agreement)
Equipment Rental (Bare)

- B. DAILY, WEEKLY, OR MONTHLY RATES – Unless otherwise specified, rental shall be paid for the time the equipment is in possession of the State. As shown on Department's "Record of Rental Equipment, rental time starts when the equipment is delivered by the Contractor to the State, and will end when the equipment is returned or released to the Contractor by the State.
- C. Rental time shall not be subject to deduction on account of inclement weather or any other condition not under the Contractor's control. The daily rate, when applicable, shall be allowed for each calendar day (except Saturdays, Sundays, and State legal holidays on which the equipment is not operated). Twenty-four (24) hours or less will be paid for as one day, over 24 hours to 48 hours as two days, etc.

Weekly and monthly rates when applicable shall be the weekly or monthly rates prorated according to the number of days the equipment is continuously in the possession of the State.

Rental payment shall be subject to deductions on a prorated basis on account of time loss due to breakdown or repair of the specific item of equipment or of the equipment controlling the operation when such equipment is furnished by the same Contractor, provided that the Contractor has been notified of such breakdown and repair or replacement has been requested. Such lost time will be accumulated throughout the rental period and deducted to the nearest full day.

CONVERSION OF RATES – Unless otherwise specified the daily rate bid will be converted to a weekly or monthly rate whenever the total rental charge for the period will be reduced thereby, except that the weekly or monthly rate will not be prorated for a rental period of less than one week's or month's duration respectively. For the purpose of such conversion, unless otherwise shown, it is agreed that the weekly rates shall be three and one-third ($3 \frac{1}{3}$) times the daily rates and monthly rates shall be ten (10) times the daily rates or three (3) times the weekly rates. Monthly rates shall not be converted to weekly rates nor shall weekly rates be converted to daily rates.

EXHIBIT C
(Standard Agreement)
Equipment Rental (Bare)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site:

www.dgs.ca.gov/contracts

EXHIBIT D
(Standard Agreement)
Equipment Rental (Bare)

SPECIAL TERMS AND CONDITIONS

1. Subcontracting

- A. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the State's contract manager in advance of assigning work to a substitute subcontractor.

2. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

3. Default

If, after award and execution of the Agreement, the Contractor defaults, the contract may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by the second low bidder or by another Contractor.

Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete an Agreement where work has not commenced or was suspended without cause, or (3) where an Agreement is

EXHIBIT D
(Standard Agreement)
Equipment Rental (Bare)

terminated for Contractor failing to perform services required by the Agreement in a satisfactory manner.

4. Change in Terms/Amendment

This contract may be amended or modified only by mutual written agreement of the parties.

5. Laws To Be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

6. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

7. Equipment Indemnification

- A. The Contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by

EXHIBIT D
(Standard Agreement)
Equipment Rental (Bare)

defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this contract.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

8. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

9. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Interfacing With Pedestrian and Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

EXHIBIT D
(Standard Agreement)
Equipment Rental (Bare)

11. Operation and Maintenance

The Contractor shall at his/her own expense maintain the equipment and its appurtenances in good repair and operative condition and replace any equipment not in good mechanical condition.

The State will furnish all fuel and lubricants necessary for the operation of the equipment while being used by the State. The Contractor shall make all repairs including labor, material, parts, and other items at his/her own expense. The State will not be responsible for wear and tear on the equipment or its appurtenances

The equipment is to be operated only by employees of the State while on the job.

12. Ownership

When the specifications require the Contractor to be the owner or part owner of each piece of equipment he/she proposes to furnish under the Agreement, ownership shall be determined by registration certificate when law requires registration. A part owner must be able to show that he/she has made a substantial payment on the equipment and that he/she intends to complete the purchase within a reasonable time.

13. Inspection of Equipment

A request for the inspection of the equipment offered by the successful bidder before it departs for its designated location will be granted if approved by the State representative and if time and conditions warrant.

The State's representative shall determine suitability of the equipment for its intended use, and his/her decision shall be final as of the date of inspection. No bid shall be considered for any equipment that is considered unsuitable or in unsatisfactory mechanical condition. Bids may not be considered for equipment from which the serial number or other means of identification has been removed. Equipment must be available for delivery on the job within **48** hours after it is requested by the State.

The Department reserves the right to inspect the equipment mentioned in the service Agreement when it has reported to the designated location ready for work and to cancel the service contract if the equipment is not capable of or is not giving satisfactory service in the opinion of the State representative.

EXHIBIT D
(Standard Agreement)
Equipment Rental (Bare)

14. Use Tax

If the equipment to be rented is in substantially the same form as when it was acquired by the Contractor, and if the Contractor has paid the sales or use tax on the purchase price of the equipment, then the California sales or use tax (Revenue and Taxation Code Sections 6010 and 6023) will not apply to the work to be done under this Agreement.

If the equipment is not in substantially the same form as required or if the Contractor has not previously paid sales tax, then said sales tax applies to the equipment rental rate.

If use tax applies to this equipment rental Agreement:

- (1) The bidder shall include the amount of the tax in his/her bid;
- (2) The tax should be applied only to the portion of the fully operated rental rate that is attributable to the equipment itself;
- (3) Invoices shall separately itemize the amount of the tax;
- (4) Invoices shall state the serial number of the Contractor's seller's permit or certificate of registration-use tax.

In case of doubt concerning the applicability of the tax, the bidder should refer any questions to an office of the State Board of Equalization for determination.

EXHIBIT E
(Standard Agreement)
Equipment Rental (Bare)

ADDITIONAL PROVISIONS

1. Conflict of Interest

A firm will not be awarded an Agreement if a current officer or employee of the state holds the financial interests. Additionally, an Agreement will not be awarded to an officer or employee of the state as an independent Contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality;
4. Making a decision outside official channels; and,
5. Affecting adversely the confidence of the public or local officials in the integrity of the program.

Former State employees will not be awarded an Agreement for 2 years from the date of separation if that employee had any part of the decision making process relevant to the Agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed Agreement within the 12-month period to his or her separation from state service.

2. Right to Terminate

The State reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

EXHIBIT E
(Standard Agreement)
Equipment Rental (Bare)

In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

3. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

4. Forced, Convict, and Indentured Labor

"No foreign-made equipment, materials, or supplies furnished to the state pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement."

5. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the **Department of Transportation** a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

EXHIBIT E
(Standard Agreement)
Equipment Rental (Bare)

6. Bonds

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

7. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.